

SETTLEMENT AGREEMENT AND ORIGINAL INVOICE

MARQUARDT AIRCRAFT CO.

MAC A 924

CONTRACTOR:	NAME AND ADDRESS	PURCHASE ORDER(S)	EFFECTIVE DATE OF CANCELLATION
	Marquardt Aircraft Co.	912360	July 16, 1959
	16555 Saticoy Street		
	Van Nuys, California		
SUBCONTRACTOR:	Special Tools & Machinery Co.		
	4626 Pacific Blvd.		
	Vernon 58, California		
GOVERNMENT CONTRACT NUMBER			TIC Code 216

PLEASE READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING FORM.

SETTLEMENT SCHEDULE:	ITEM NO.	DESCRIPTION	AMOUNT
	1.	Gross Subcontractor's Charge	\$ 4,100.15
	2.	Less: Adjustments and/or Disposal Credits •	\$ 736.41
	3.	Net Settlement Sum	\$ 3,363.74

The Contractor and Subcontractor hereby mutually agree as follows:

*Disposal Credit of \$25.00 included.

- Article 1. Subcontractor agrees to accept the above Net Settlement Sum in final and conclusive discharge of Contractor, its successors and assigns, and/or the United States of America of and from any and all claims arising out of or in any way connected with the cancellation of the purchase orders referenced above.
- Article 2. Subcontractor certifies that all of its, and all of its subcontractors' inventories on which this claim is based (including scrap) have been retained, sold, returned to suppliers, or otherwise properly accounted for, and that all proceeds or retention price thereof, if any, were taken into account in arriving at the Net Settlement Sum payable hereunder.
- Article 3. Contractor agrees to pay to Subcontractor the Net Settlement Sum promptly after execution of this Agreement. Contractor hereby unconditionally releases Subcontractor from any obligation to perform further work of services, or to make further deliveries of articles or materials under or in any way connected with the cancelled Purchase Order(s) (or the cancelled portion thereof) set forth above, provided, however, that nothing herein contained shall impair or affect in any way other covenants, terms or conditions of the above referenced Purchase Order(s).

Marquardt Aircraft Co.

By: _____

Executed as of March 7, 1960

(AUTHORIZED REPRESENTATIVE)

STAT

STAT

73a

INSTRUCTIONS TO SUBCONTRACTOR

1. You are to sign manually the original and four copies of this Settlement Agreement.
2. If your claim is satisfactory and approved by the Government or our Customer, Marquardt will sign and return to you one copy of this Agreement and will promptly pay your claim.
3. If adjustments to your claim are necessary, you will be so notified, and a revised Settlement Agreement will be forwarded for your signature.
4. Do not submit separate invoices; payment will be made from this document.

S C R A P W A R R A N T Y

P.O. #912360

The Marquardt Corporation
16555 Saticoy Street
Van Nuys, California

In consideration of the transfer to the undersigned of the property covered by this Agreement at a value based upon its being used as scrap, the undersigned represents and warrants to the United States of America as follows:

1. The property covered by this Agreement will be used only as scrap, either in its existing condition or after further preparation, unless and until the undersigned is released from this Warranty.
2. In the event the undersigned is released from this Warranty, any payment agreed upon as consideration for such release shall be made to the United States of America, regardless of whether this Warranty shall have been executed at the request of the United States of America.
3. In the event the undersigned sells the property covered by this Agreement prior to release of this Warranty, the undersigned will obtain from the purchaser and tender to the United States of America a Warranty identical to this executed by the purchaser, and upon receipt of such other Warranty, this Warranty will be released by the United States of America.
4. All obligations of the undersigned under this Warranty shall expire five years from the date hereof.


Joe Truax
Title

2/23/60
Date

STAT

MAC - A1278

SCRAP WARRANTY

P.O. #912360

The Marquardt Corporation
16555 Saticoy Street
Van Nuys, California

In consideration of the transfer to the undersigned of the property covered by this Agreement at a value based upon its being used as scrap, the undersigned represents and warrants to the United States of America as follows:

1. The property covered by this Agreement will be used only as scrap, either in its existing condition or after further preparation, unless and until the undersigned is released from this Warranty.
2. In the event the undersigned is released from this Warranty, any payment agreed upon as consideration for such release shall be made to the United States of America, regardless of whether this Warranty shall have been executed at the request of the United States of America.
3. In the event the undersigned sells the property covered by this Agreement prior to release of this Warranty, the undersigned will obtain from the purchaser and tender to the United States of America a Warranty identical to this executed by the purchaser, and upon receipt of such other Warranty, this Warranty will be released by the United States of America.
4. All obligations of the undersigned under this Warranty shall expire five years from the date hereof.

STAT


Joe Trease
Title

2/23/60
Date

MAC - A1278